

COPY

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

T04-0059

STIPULATED AGREEMENT NO. 1079

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("COMMISSION"), the Illinois Central Railroad Company ("COMPANY"), Iroquois County ("COUNTY"), Chebanse Township ("TOWNSHIP"), and the State of Illinois, Department of Transportation ("DEPARTMENT").

WITNESSETH:

WHEREAS, it has come to the attention of the Commission that inquiry should be made into the matter of improving public safety at the 3200N/Township Road (TR) 17 and County Highway (CH) 29 highway-rail grade crossings of the Company's track located north of Clifton, Iroquois County, Illinois, designated as crossings AAR/DOT 288 964A, milepost, 66.35-M, and AAR/DOT 288 965G, milepost 67.40-M, respectively; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossings by a diagnostic team, including a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and other pertinent data relating to the crossing have been obtained and shown on Exhibits A-1 and A-2, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

DOCKETED

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossing should be:

(a) 3200N/TR 17 and 1100E/TR 120 -

- i) Upgrade the existing 1100E/TR 120 roadway, from its intersection with CH 29 to a point approximately 13,386 feet to the north, as shown in Exhibit C.
- ii) Vacate the TR 17 roadway, within the Company right-of-way (ROW).
- iii) Close and abolish the TR 17 crossing, install permanent barricades at the Company ROW, and remove the obsolete roadway and reestablish ditch lines.

(b) CH 29 - Install new automatic flashing light signals and gates controlled by constant warning time circuitry.

Section 3 The Company has prepared a preliminary estimate of cost to accomplish the proposed improvements, which it may be required to perform. Said estimate is attached as Exhibit B. The Company shall upon Order, according to the requirements contained therein, prepare detailed drawings, detailed circuit plans, estimates of cost and any required specifications for the proposed improvements for the approval of the Commission and Department.

The County, on behalf of the Township, has prepared a preliminary estimate of cost to accomplish the proposed improvements to the 1100E/TR120 roadway, which the Township may be required to perform. Said estimate is attached as Exhibit C. The County shall upon Order, according to the requirements contained therein, prepare detailed drawings and estimates of cost and any required specifications for the proposed improvements for the approval of the Commission and Department.

Section 4 The Company, the County and the Township shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with their own forces or appropriate contracted services and agree that an appropriate time for the completion of the proposed improvements should be eighteen (18) months, from the date of Commission Order subsequent to this Agreement.

Section 5 The parties hereto agree that an equitable division of cost (see Exhibit D: Cost Division Table) for the proposed improvements should be:

(a) 3200N/TR17 and 1100E/TR120

- (i) The cost for the improvements listed in Section 2(a)(i) is estimated to be \$194,491. The Grade Crossing Protection Fund should pay 85% of the costs up to an amount not to exceed \$116,280, and the Company should pay 10% of the costs up to an amount not to exceed \$13,680 toward the improvement of the TR 120 roadway. The Township should pay all remaining construction costs, as well as all future maintenance costs. (See Exhibit C)

- (ii) The cost for the work listed in Section 2(a)(ii) should be paid 100% by the Township.
- (iii) The cost for the work listed in Section 2(a)(iii), should be paid 100% by the Company.

- (b) The cost for the improvements listed in Section 2(b) is estimated to be \$156,160. The Grade Crossing Protection Fund should pay 50% of the actual installation costs, not to exceed \$78,080. The Company should pay all remaining installation costs, as well as all future operating and maintenance costs. (See Exhibit B)

Section 6 The Township is financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution attached as Exhibit E.

Section 7 Special Provisions:

Since the crossing surface removal and warning device improvements at the subject crossings will be performed by railroad crews, no flagging or contractor liability insurance will be required for said work.

Upon completion of the 1100E/TR 120 roadway upgrade and installation of the new automatic warning devices at the CH 29 grade crossing, the Township shall vacate 3200N/TR 17 within the Company's ROW and the Company shall close, abolish and barricade the existing 3200N/TR 17 crossing. Upon notification by the Township that vacation of the roadway within the Company's ROW has been approved, the Company shall remove the crossing and roadway surfaces, restore ditch lines within its ROW, and install permanent barricades at its western ROW line. The Township shall remove the roadway surface and restore ditch lines between the Company ROW and US Route 45 (US 45). The Department, upon request by the Township or County, shall install a two-directional arrow sign within the US 45 ROW for westbound 3200N/TR 17 traffic approaching US 45. The permanent barricades and signage shall conform to the requirements of 92 Illinois Administrative Code, Part 1535.701, and the Manual on Uniform Traffic Control Devices. The Township shall install the appropriate regulatory and warning signs conforming to the requirements of the Manual on Uniform Traffic Control Devices. All new barricades and traffic control signs shall to be maintained by the Township.

The Township shall notify Tom Schaefer of the Department's District Three Office (815/434-8446), two weeks prior to the roadway closure in order to coordinate the installation of the signing by the Department.

The Township shall submit to the Commission and the Company copies of local ordinances or other legal documents that show vacation of the roadway within the Company's ROW at the 3200N/TR 17 crossing has been approved.

In accordance with 92 Illinois Administrative Code, Part 1535.310, and the Manual on Uniform Traffic Control Devices, it shall be the responsibility of the Township and the County ensure that advance warning signs are installed and maintained on the approaches of those crossings within each of their respective jurisdictions.

The Company and the Township shall, at six (6) month intervals from the date of Commission Order subsequent to this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a written report stating the progress each has made toward completion of the work herein required. Each progress report shall include the Commission Order number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of Company or Township employee responsible for management of their respective portions of the project.

All bills for expenditures related to items described in Section 2(a)(i) authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Illinois Department of Transportation, District 3, 700 East Norris Drive, Ottawa, Illinois 61350. All other bills for expenditures authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit of the Illinois Department of Transportation's Bureau of Local Roads and Streets, Illinois Department of Transportation, Central Bureau of Local Roads and Streets, Room 205, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The Department shall send a copy of all bills to the Director of Processing and Information, Transportation Division of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twenty-four (24) months from the date of Commission Order subsequent to this Agreement. The Department shall, at the end of the 24th month from the Commission Order date, de-obligate all residual funds accountable for installation cost for this project.

Section 8 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

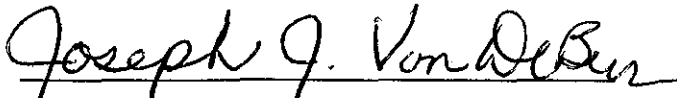
In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this 5th day of May, 2004.

A handwritten signature in black ink, appearing to read "M. Stead", written over a horizontal line.

Michael E. Stead
Rail Safety Program Administrator

Attest:

A handwritten signature in black ink, appearing to read "Joseph J. VonDeBur", written over a horizontal line.

Joseph J. VonDeBur
Railroad Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 1079 concerning improvements at the 3200N/Township Road (TR) 17 and County Highway (CH) 29 highway-rail grade crossings of the Company's track located south of Clifton, Iroquois County, Illinois, designated as crossings AAR/DOT 288 964A, milepost, 66.35-M, and AAR/DOT 288 965G, milepost 67.40-M, respectively.

Executed by the COUNTY this 11th day of May 2004.

IROQUOIS COUNTY

By: Ron Schwedler

Attest:

Mark R Hennicks

Illinois Commerce Commission Stipulated Agreement No. 1079 concerning improvements at the 3200N/Township Road (TR) 17 and County Highway (CH) 29 ^{NORTH DLS} highway-rail grade crossings of the Company's track located ~~south~~ of Clifton, Iroquois County, Illinois, designated as crossings AAR/DOT 288 964A, milepost, 66.35-M, and AAR/DOT 288 965G, milepost 67.40-M, respectively.

Executed by the TOWNSHIP this 18TH day of MAY, 2004.

CHEBANSE TOWNSHIP

By: Dale L. Schulte
DALE L. SCHULTE
HIGHWAY COMMISSIONER

Attest:

Diane M. Ducat
DIANE M. DUCAT
TOWNSHIP CLERK

RECEIVED
MAY 26 2004

Illinois Commerce Commission
RAIL SAFETY SECTION

Illinois Commerce Commission Stipulated Agreement No. 1079 concerning improvements at the 3200N/Township Road (TR) 17 and County Highway (CH) 29 highway-rail grade crossings of the Company's track located south of Clifton, Iroquois County, Illinois, designated as crossings AAR/DOT 288 964A, milepost, 66.35-M, and AAR/DOT 288 965G, milepost 67.40-M, respectively.

Executed by the COMPANY this 24th day of May 2004.

ILLINOIS CENTRAL RAILROAD COMPANY

By: Paul E. Ladue

REGION DIRECTOR CONTRACTS & ADMINISTRATION

Witness:

Thomas R. Zeinz
Thomas R. Zeinz
Manager Public Works

APPROVED AS TO FORM	
Materials Management	<u>T.R. Zeinz</u>
Engineering	<u>[Signature]</u>
Legal	<u>[Signature]</u>
EXECUTION	<u>[Signature]</u>

Illinois Commerce Commission Stipulated Agreement No. 1079 concerning improvements at the 3200N/Township Road (TR) 17 and County Highway (CH) 29 highway-rail grade crossings of the Company's track located south of Clifton, Iroquois County, Illinois, designated as crossings AAR/DOT 288 964A, milepost, 66.35-M, and AAR/DOT 288 965G, milepost 67.40-M, respectively.

Executed by the DEPARTMENT this 25th day of June 2004.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: Victor A. Moolee
Director of Highways

**ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM**

GENERAL INFORMATION: See Location Sketch

RAILROAD	Illinois Central Railroad Company (ICRR)
USDOT#, MILEPOST	288 964A, 66.35-M
STREET, CITY, COUNTY	3200N/TR17, 1.5 miles south of Chebanse, Iroquois County
JURISDICTION (RDWY)	Chebanse Township
LOCATION	Rural, Agricultural
STREET SURFACE	2-Lane, 2-Way, 20 foot wide, Bituminous

CROSSING DATA: Also see Location Sketch for roadway profile and track centers

TRACK	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
Main	Full Depth Timber	24 feet	Fair

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	1130E (Old Illinois Route 45) – 130 Feet East (1100E/TR120 – 0.25 Mile West)
TRAFFIC CONTROL	Stop Sign for 3200N/TR17 Traffic
ADT & SPEED	50 Vehicles Per Day @ 55 MPH (Not Posted)
TRAFFIC TYPE	Passenger, Possible School Busses, Possible Hazardous Materials, Possible Emergency Vehicles, Possible Agricultural Implements
ADVANCE WARNING	East and West
PAVEMENT MARKING	None

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	32 Trains Per day @ 60 MPH, 3 Switch Movements, Day & Night
PASSENGER TRAFFIC	4 Per day @ 79 MPH
WARNING DEVICES	Reflective Crossbucks

NOTES:

VISIBILITY STUDY: See Location Sketch

Train Speed	79	MPH
Roadway Speed	55 (Assumed)	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	483	FEET
Along Tracks	811	FEET
Required Clearing Sight Distance (CSD) (Along Tracks)	1888	FEET

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE	*		*	
NW	*		*	
SE	*		*	
SW	*		*	

*Note: Automatic flashing light signals and gates (AFLS&G) eliminate the need to satisfy minimum Site Distance criteria.

APPROACH GRADES: See Location Sketch

DIRECTION: WEST			DIRECTION: EAST		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)
0	100.0	---	0	100.0	---
25	99.9	-0.4	25	99.2	-3.2
50	99.4	-2.0	50	97.2	-8.0
100	98.4	-2.0	100	92.9	-8.6

Distance measured from outermost rail.

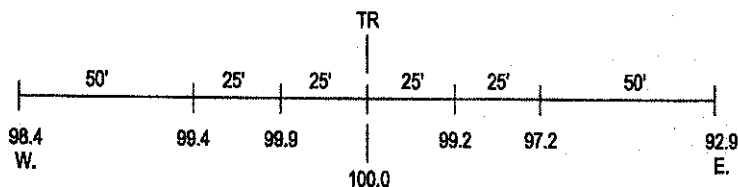
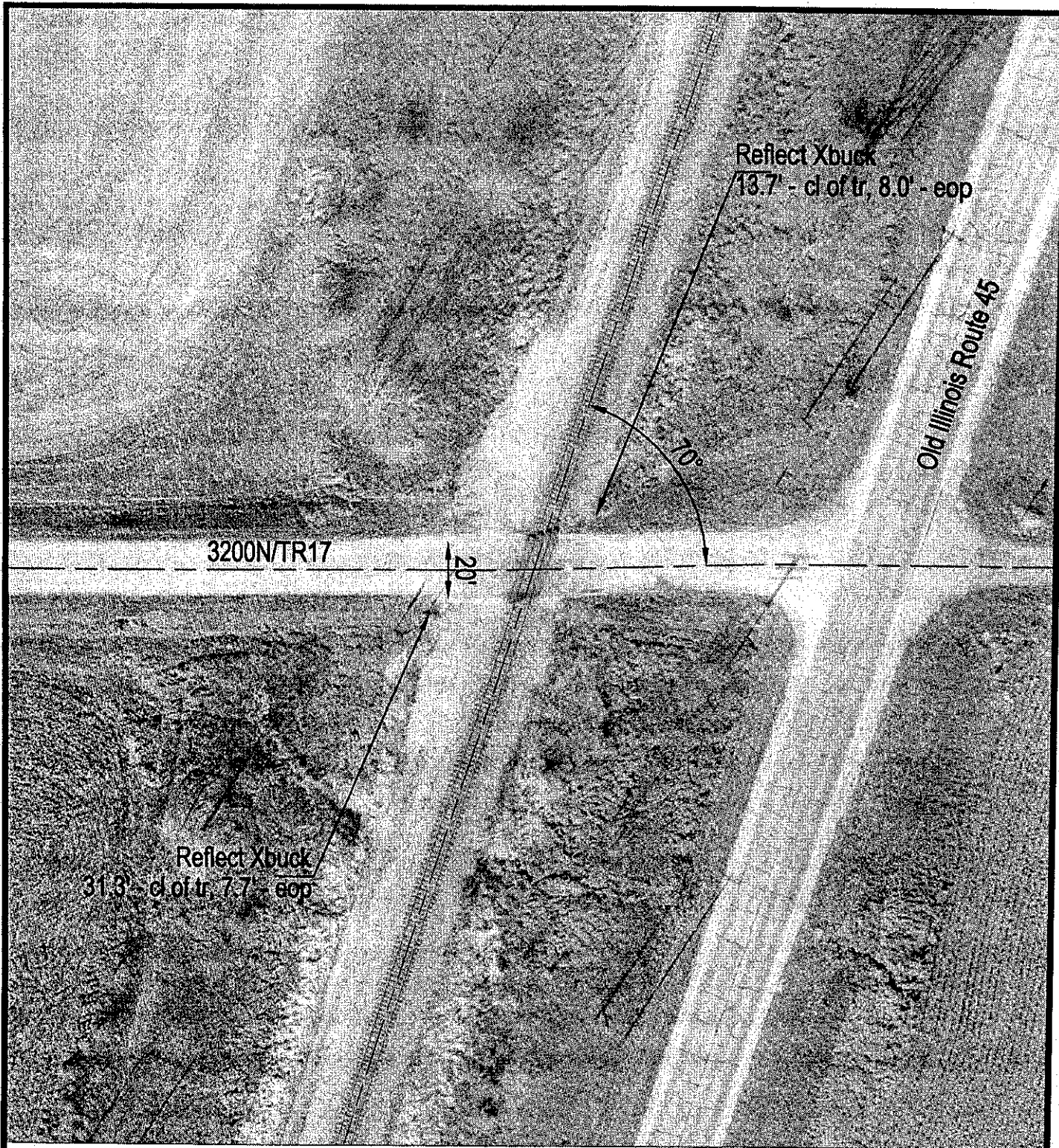
COMMENTS:

Proposed work includes closure of crossing, abandonment of roadway within railroad right-of-way, and improvement of 1100E/TR120 connector road.

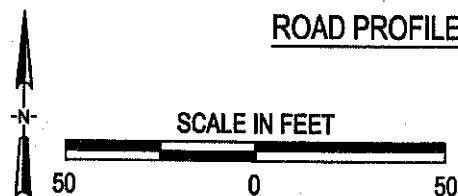
PROPOSED COST DIVISION:

WORK	GCPF	ICRR	TOWNSHIP	IDOT
CLOSURE (1)	0%	100%	0%	0%
CONNECTING ROADWAY	Up to \$116,280 (2)	Up to \$13,680 (3)	Remainder of Cost	0%

- (1) Closure costs include removal of crossing surface and roadway within RR ROW, restoration of ditch lines, and installation of permanent barricades.
- (2) 85% of estimated cost to install automatic flashing light signals and gates (AFLS&G)
- (3) 10% of estimated cost to install AFLS&G



ROAD PROFILE



Crossing #: 288964A
 Location: Iroquois Co., City of Chebanse (N)
 Lat/Long: 40°58'24" / 87°55'12"
 Railroad: Illinois Central Railroad Company
 Street: 3200N/TR17
 Railroad Milepost: 66.35-M
 Crossing Protection: Reflective Crossbucks